

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
Richmond Division**

In re:

Leroy Grissom
Yvette B. Grissom

Case No. 12-33849-KLP

Debtors.

Chapter 13

Carmax Auto Finance,

Movant,

v.

Leroy Grissom,
Yvette B. Grissom,
and
Robert E. Hyman, Trustee,

Respondents.

CONSENT ORDER MODIFYING AUTOMATIC STAY

This matter was before the court on October 23, 2013, on the motion of Carmax Auto Finance for relief from the automatic stay with respect to certain personal property, to-wit: 2002 Ford Escape, VIN 1FMCU04162KB38231.

Upon consideration of which, it is

ORDERED:

1. The debtors will cure the post-petition arrearage currently due to the movant by making

Sara A. John, VSB #48425
M. Richard Epps, P.C.
605 Lynnhaven Parkway
Virginia Beach, VA 23452
757-498-9600
sara_john@eppspc.com
Counsel for Movant

the following payments:

- a. the payments required by the Modified Chapter 13 plan filed on October 1, 2013.

2. In the event that any payment required by this order is not received by the Chapter 13 Trustee within 30 days after it is due, the movant may mail a notice of default to the debtors by first class mail, postage prepaid, (and, if it desires, also by certified or registered mail) with a copy to debtors' counsel and the trustee by first class mail, postage prepaid, or by email at the same time as the notice of default is mailed to the debtors. The notice of default will state in simple and plan language:

- a. That the debtors are in default in making at least one payment required under this order;
- b. The dates and amount of each payment missed and any late charge or other fee necessary to cure the default;
- c. The action necessary to cure the default, including any address to which payments must be mailed;
- d. That the debtors or trustee must take one of the following actions within fourteen days after the date of the mailing of the notice of default:
 - i. cure the default;
 - ii. file an objection with the court stating that no default exists; or
 - iii. file an objection with the court stating any other reason why an order granting relief from the automatic stay should not be entered;
- e. That if the debtors or trustee do not take one of the actions set forth in paragraph 3(d), the movant may file a certificate that it has complied with the terms of this order and that the court may grant relief from the automatic stay without further notice to the debtors; and
- f. That if the automatic stay is terminated, the collateral may be sold at foreclosure.

If the debtors or trustee do not take one of the actions set forth in paragraph 3(d), the movant may submit a certificate stating that it has complied with the terms of this order and that neither the debtors nor the trustee have taken one of the actions set forth in paragraph 3(d) and may submit together with the certificate a draft order terminating the automatic stay.

If the debtors or trustee file an objection, the movant must set the matter for hearing and

give notice of the hearing to the debtors, debtors' counsel, and the trustee. At the hearing, the court may terminate the stay or take other action appropriate to the circumstances.

3. The provisions of this order with respect to regular monthly installment payments expire one year after the date of the entry of this order. In the event of the default in payment of any regular monthly installment payment due more than one year after the date of the entry of this order, the movant must obtain relief by filing a new motion for relief from stay with appropriate notice and hearing.

4. Until an order is entered terminating the automatic stay, the movant may not refuse to accept or apply payments tendered by the debtors or the Chapter 13 Trustee, even if such payments are late or in an improper amount; however, acceptance of non-conforming payments is without prejudice and shall not constitute a waiver of any default.

5. The automatic stay is modified to permit the noteholder or servicing agent to send the debtors payment coupons, payment statements or invoices, notices of late payment, notices of payment changes, notices of servicing transfers, or any other notice, other than a notice of acceleration or demand for payment of the entire balance, normally sent to customers in the ordinary course of business.

6. Should the debtors default pursuant to the terms contained herein, unless otherwise ordered by this court, the movant shall be entitled to reasonable attorney's fees in the amount of \$100.00 for issuance of a notice of default and a certificate of default, and preparation of an order terminating the automatic stay.

Richmond, Virginia

Nov 4 2013, 2013

/s/ Keith L. Phillips

United States Bankruptcy Judge

Entered on Docket: November 4, 2013

I ask for this:

/s/ Sara A. John p.q.
Sara A. John, VSB #48425
M. Richard Epps, P.C.
Counsel for Movant

Seen and agreed:

/s/ Linda D. Jennings, Staff attorney on behalf of Robert B. Duke, Jr.
Robert B. Duke, Jr.
Counsel for Debtors

Seen:

/s/ Robert E. Hyman
Robert E. Hyman
Chapter 13 Trustee

CERTIFICATION

The undersigned certifies that the foregoing Consent Order Modifying Automatic Stay is identical to the form order required by Administrative Order 10-2 and that no modification, addition, or deletion has been made.

/s/ Sara A. John
Sara A. John____
M. Richard Epps, P.C.

Certificate of Endorsement

The foregoing Order was endorsed by all necessary parties pursuant to Local Rule 9022-1(C).

/s/ Sara A. John
Sara A. John____
M. Richard Epps, P.C.

PARTIES TO RECEIVE COPIES

Sara A. John
M. Richard Epps, P.C.
605 Lynnhaven Parkway
Virginia Beach, VA 23452

Robert B. Duke, Jr.
1928 Arlington Blvd., Suite 112
Charlottesville, VA 22903

Robert E. Hyman, Trustee
P.O. Box 1780
Richmond, VA 23218

Leroy Grissom
2711 Dancer Road
Henrico, VA 23294

Yvette B. Grissom
2711 Dancer Road
Henrico, VA 23294